

Exhibit 1B

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
(WORCESTER DIVISION)

)
G, a 12-year-old minor suing by a fictitious name)
for privacy reasons, MOTHER, and FATHER,)
suing under fictitious names to protect the)
identity and privacy of G, their minor child,)
)
Plaintiffs,)
) Case No. 15-cv-40116-TSH
v.)
)
THE FAY SCHOOL (by and through its)
Board of Trustees) and ROBERT GUSTAVSON,¹)
)
Defendants.)
)

DECLARATION OF PAUL ABELN IN SUPPORT OF
DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

I, Paul Abeln, being of sound mind and body and over the age of 18, hereby declare pursuant to 28 U.S.C. § 1746, as follows:

1. I am the Department Chair of the English Department in the Upper School (Grades 7-9) at The Fay School, Inc. (the “School”) in Southborough, Massachusetts. In that role, I teach English classes at the School and I also act as an academic advisor to students. In the fall of 2015, I was G’s academic advisor.

2. The School is a nonprofit, independent day and boarding school for children from pre-kindergarten through ninth grade. Founded in 1866, the School currently enrolls approximately 475 students, including students from throughout the United States and twenty foreign countries.

¹ The proper names of Defendants are The Fay School, Inc. and Robert J. Gustavson, Jr.

3. The School provides a challenging and supportive learning environment aimed at preparing its students for secondary school. As a result, the School has integrated technology into the classroom, widely using the technology in teaching and learning at the School.

4. I, and most other fifth to ninth grade academic teachers, utilize a program known as “Google Docs” to teach our classes.

5. I, and most other fifth to ninth grade academic teachers, regularly use the School’s technology to teach our classes, including the School’s projectors, video displays, Apple TV, tablets, and laptops.

6. In order to integrate the School’s technology and connect to the internet, teachers and students use the School’s wireless internet (“Wi-Fi”).

7. The School’s use of Wi-Fi, instead of hardwired devices, allows for increased mobility and flexibility within the classrooms and throughout the School’s campus.

8. The School’s Wi-Fi (as opposed to hardwired classrooms) provides many benefits for the School’s teachers and students, including the following:

- a. The Wi-Fi allows the School’s teachers to easily move the students’ desks in their classrooms to allow students to work in groups on various projects or to accommodate the needs of a particular day’s lesson plan;
- b. The Wi-Fi allows students and teachers to move wherever needed within a classroom, or even outside of the classroom (like into the School’s hallways or other parts of the School) depending on the particular lesson planned for the students;
- c. The Wi-Fi allows students to effortlessly organize themselves into groups for collaborative class projects, and reorganize themselves to collaborate with other students within the same class and with students while outside of the classroom;
- d. The portability offered by the School’s Wi-Fi enhances collaboration between students and communication between students and teachers; and
- e. The School’s Wi-Fi allows instructional aids, such as projectors, video displays, Apple TV, tablets, and laptops to seamlessly interact with one another.

9. As part of my duties as G's advisor, I was responsible for coordinating with G's tutor concerning G's work assignments while G was on a leave of absence starting on December 1, 2015.

10. As a result, on December 1, 2015, I emailed G's tutor to let him know that I would be coordinating all communication and gathering materials that G needed. I told G's tutor (in this email) that his teachers have detailed assignments, schedules, and resources online that were available to him at any time. I further told him that he could contact me with any questions regarding these materials or if he needed me to communicate with any of G's teachers.

11. Thereafter, I was contacted by G's tutor to pick up hard copies of the materials that were not available online. On December 7, 2015, I met with G's tutor to provide him with G's assignments.

12. After December 7, 2015, G's tutor never contacted me again concerning G or G's coursework. Had he done so, I would have immediately responded and provided him with material he needed to assist G.

13. I understand that, on several occasions, G contacted his teachers directly concerning his coursework, and those teachers responded to directly to G.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 1st day of September 2016:



Paul Abeln